

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
Jonny Osmar Reyes Obando, *on behalf of
himself and others similarly situated in the
proposed FLSA Collective Action,*

Plaintiffs,

-against-

AMD Food Corp., Sunshine Food Corp., and
Asmatullah Tokhie,

Defendants.

-----X

To: Levin-Epstein & Associates, P.C.
Attn: Jason Mizrahi, Esq.
Joshua D. Levin-Epstein, Esq.
60 East 42nd Street, Suite 4700
New York, New York 10165
Email: Jason@levinepstein.com
Joshua@levinepstein.com

Index No.: 1:22-cv-10500

**OFFER OF JUDGMENT
PURSUANT TO FED.R.CIV.P. 68**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants AMD Food Corp., Sunshine Food Corp. and Asmatullah Tokhie (collectively hereinafter “Defendants”) hereby offer to allow judgment to be taken against them in this action with respect to all claims asserted in the above-referenced action on behalf of Plaintiff Jonny Osmar Reyes Obando (hereinafter “Plaintiff”).

The terms of the judgment to which Defendants consent are:

- A. Judgment for Plaintiff in the amount of nine thousand dollars (\$9,000.00), inclusive of all damages, interest, costs and attorneys’ fees incurred by in litigating his claims to the date of this offer. This offered amount represents the total amount that Defendants shall be obligated to pay, and shall be considered full satisfaction of Plaintiff’s claims for all monetary and non-monetary relief in this action, including all costs and attorneys’ fees accrued.
- B. Defendants shall pay the judgment no later than September 11, 2023 provided that (a) the judgment is entered by the Clerk of the Court and (b) the above-referenced action is dismissed prior to September 11, 2023. In the event that (a) the judgment is not entered by the Clerk of the Court and (b) the above-referenced action is not dismissed prior to

September 11, 2023, Defendants shall pay the judgment within five (5) days following the date that the judgment is entered by the Clerk of the Court and the above-referenced action is dismissed. Upon receipt of payment, Plaintiff shall file a Satisfaction of Judgment with the Clerk of the Court.

The total the Judgment Amount is inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This offer of judgment is made solely for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure, and is not to be construed either as an admission that Defendants are liable in this action, or that Plaintiffs have suffered any damages. This offer of judgment is made solely for the purpose of compromising disputed claims in this case and avoiding the expenses and risks of further litigation.

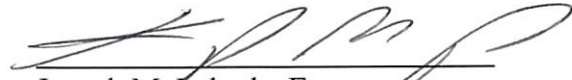
Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present owners, employees, representatives, and agents of the Defendants, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this offer of judgment also will operate to waive Plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff has fourteen (14) days from the date on which this offer was served in which to accept in writing. If Plaintiff accepts this offer, the offer will be filed with the Court, and the Clerk

of the Court will enter a final judgment in this action that conforms to the terms set out in this offer. If Plaintiff fails to accept the offer within the time allowed, it is deemed withdrawn. If Plaintiff fails to recover a more favorable judgment than the one specified in this offer of judgment, he may be liable for all the costs of suit incurred by Defendants after the date of this offer.

Date: September 12, 2023
New York, NY

MILMAN LABUDA LAW GROUP, PLLC

A handwritten signature in black ink, appearing to read 'J. Labuda', is written over a horizontal line.

Joseph M. Labuda, Esq.

Kyle F. Monaghan, Esq.

3000 Marcus Avenue, Suite 3W8 11042

Lake Success, NY 11501

Email: kyle@mllaborlaw.com

joe@mllaborlaw.com

Counsel for Defendants